

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

between the

MICHIGAN DEPARTMENT OF STATE

and

U.S. SMALL BUSINESS ADMINISTRATION

For

Online Voter Registration

I. INTRODUCTION

This Memorandum of Understanding (MOU) is between the Michigan Department of State (MDOS) and the U.S. Small Business Administration (Designated Agency). MDOS and Designated Agency are collectively referred to as the Parties.

II. PURPOSE

The purpose of this MOU is to outline a collaboration between the Parties to increase voter registration in the State of Michigan.

SBA enters into this MOU under the legal authority of section 8(b) of the Small Business Act, 15 U.S.C. 637(b), and pursuant to section 20506 of the National Voter Registration Act (NVRA), 52 U.S.C. 20501 *et seq.*

III. EFFECTIVE DATE

This MOU is effective upon the signature of both Parties and shall run through January 1, 2036. This MOU may be terminated without cause by either party giving not less than 30 calendar days advance written notice to the other.

- a. Designated Agency may request an extension of this agreement in writing, within 30 days' notice provided to MDOS.
- b. MDOS retains the right to deny any extensions.
- c. If both Parties agree to an extension, this MOU will be modified, and new sign-off approvals will be required.

IV. PARTIES RESPONSIBILITIES

The Parties to this MOU agree as follows:

- a. **Designated Agency** agrees to:
 - i. Work with MDOS to create a unique URL and post on its public facing website, social media pages, and other external communications.

- ii. The unique URL will directly connect to the State of Michigan's online voter registration page.
- iii. No Personally Identifiable Information (PII) will be collected, stored, or distributed by the Designated Agency to or from MDOS.
- iv. Clearly indicate on its website that the customer will be redirected to the State of Michigan Secretary of State website.
- v. Have proper security controls in place to prevent redirect attacks and similar exploits.

b. **MDOS** agrees to:

- i. Work with Designated Agency to create a unique URL
- ii. Provide Designated Agency a weekly total of persons who were driven to the MDOS online voter registration site and completed the form via the Designated Agency's unique URL by each Friday, until online voter registration ends on the 15th day prior to each upcoming election occurring during the term of this MOU.
- iii. List Designated Agency as a partner for **voter** registration
- iv. Not provide PII or voter registration data to Designated Agency.

V. Issue Resolution & Expenses

The Parties will work collectively to resolve system issues relative to this MOU. Additionally, upon the request of either party, the parties will convene as reasonably necessary for the purpose of resolving problems that may arise in the administration or enforcement of this MOU. The parties will exchange documentation as reasonably necessary to identify and explain issues and positions. Any portion of this MOU that may be subject to interpretation will be addressed at these meetings.

Each Party to the MOU will bear its own expenses in connection with the preparation, negotiation, and execution of the MOU, and neither Party shall be liable to the other Party for such expenses. The MOU does not obligate and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment. It will not result in a transfer of resources between the Parties. Any future transfer of funds or obligation to undertake certain work must be confirmed by an appropriate funding agreement executed by authorized officials from the agencies that are signatories to the MOU. The MOU does not give any third party any benefit, legal or equitable right, remedy or claim under the MOU.

VI. NOTICES

Notices and other written communications must be addressed to the individuals below or their successors. Parties may amend contact information by providing written notice of the change to the other party. Notices or other written communications required or related to this MOU must be in writing and delivered in person or by email.

For MDOS:	For U.S. Small Business Administration
Jonathan Brater, Director of Elections 430 W. Allegan Lansing, MI 48933	Laketa Henderson, District Director 477 Michigan Ave. Suite 1819 Detroit, MI 48226 313-226-6075
BraterJ@michigan.gov	Laketa.Henderson@sba.gov
With copy for Legal notices to:	With copy for Legal Notices to:
Meghan Schaar, Associate Legal Director 430 W. Allegan Lansing, MI 48933	Therese R. Meers, General Counsel 409 3 rd Street S.W., 7 th Floor Washington, D.C. 20416 202-619-0539
SchaarM1@michigan.gov	Therese.Meers@sba.gov

VII. SURVIVAL

Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this MOU, survives any such termination or expiration.

VIII. ENTIRE AGREEMENT

This MOU replaces and supersedes all prior agreements between the Parties relating to the subject matter of this MOU.

IX. EXECUTION

This MOU may be executed in counterparts, each of which is deemed to be an original, and all of which taken together constitutes one and the same instrument. The signature of any party transmitted by email is binding.

X. SUCCESSORS; ASSIGNMENT

This MOU insures to the benefit of and is binding upon the Parties, their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns. Neither party may assign this MOU to any other party without the prior approval of the other party.

Nothing in this MOU is intended to conflict with current law(s), regulation(s), or the directives of SBA. If a provision in this MOU is found to be inconsistent with such authority, then that provision shall be reviewed and modified or annulled as agreed to by SBA and MDOS, but the

remaining provisions of this Agreement shall remain in force and effect unless otherwise noted.

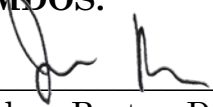
XI. AUTHORITY TO BIND

Each person signing this MOU represents that he or she is duly authorized to execute this MOU on behalf of the responsible agency.

XII. AUTHORIZED SIGNATURES

In witness thereof, representatives of the Parties sign their names as evidence of their approval of this Memorandum of Understanding.

For MDOS:




Jonathan Brater, Director of Elections
Michigan Department of State

March 18, 2024

Date

For U.S. SMALL BUSINESS ADMINISTRATION:



Jennifer Kim, Associate Administrator
Office of Field Operations
U.S. Small Business Administration,

March 18, 2024

Date